

bp

RECORDATION NO. 16514-R FILED

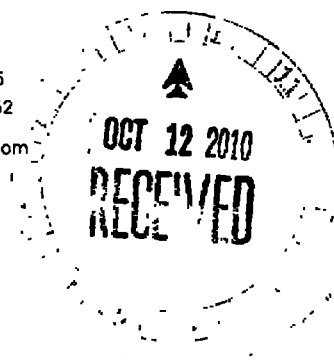
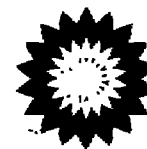
OCT 12 '10 -12 35 PM

Kent Zigterman

Sr. Attorney
BP Legal

SURFACE TRANSPORTATION BOARD

BP America Inc
4101 W. nfield Road
Mail Code 5 West
Warrenville, IL 60555
Direct (630)-821-2352
Fax (630)-821-3396
kent.zigterman@bp.com



VIA FEDERAL EXPRESS

October 11, 2010

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024

Re: **Document for Recordation –**
Partial Lease Termination dated as of August 20, 2010 – 55 Plastic Pellet Cars

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two copies of a Partial Lease Termination, dated as of August 20, 2010, for 55 Plastic Pellet Cars ("Partial Lease Termination"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The primary document, to which the enclosed Partial Lease Termination relates is the Lease of Railroad Equipment, dated as of August 1, 1989, and associated documents previously filed with the Board under Recordation Number 16514.

The names and address of the parties to the enclosed Partial Lease Termination are:

Lessor: U.S. Bank, National Association.
(successor to The Connecticut National Bank)
425 Walnut Street
Cincinnati, Ohio 45202

Lessee: BP Amoco Chemical Company
(formerly named Amoco Chemical Company)
501 Westlake Park Boulevard
Houston, Texas 77079

A short summary of the document to appear in the index is: Partial Lease Termination.

A description of the railroad equipment covered by the Partial Lease Termination is: 55 Plastic Pellet rail cars listed in the document identified as Exhibit A attached to the Partial Lease Termination.

A billing account has been opened by BP Amoco Chemical Company to cover the required recordation fee of \$41.00. Attached is a copy of the Billing Account Application for your records.

Kindly return one stamped copy of the Partial Lease Termination to me at the above address.

Sincerely,


Kent Zigterman

OCT 12 '10 -12 35 PM

SURFACE TRANSPORTATION BOARD

Execution Version



PARTIAL LEASE TERMINATION

Dated as of August [12], 2010

between

BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company),
as Lessee

and

U.S. BANK, NATIONAL ASSOCIATION
(successor to The Connecticut National Bank),
not in its individual capacity but solely as Trustee,
as Lessor

[THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON **EXHIBIT B** ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE EQUIPMENT, AND ONLY THE EQUIPMENT, DESCRIBED ON **EXHIBIT A** ATTACHED HERETO.]

THIS PARTIAL LEASE TERMINATION (this "Agreement"), dated as of August 10, 2010 between BP AMOCO CHEMICAL COMPANY (formerly Amoco Chemical Company), a Delaware corporation (the "Lessee"), and U.S. BANK, NATIONAL ASSOCIATION (successor to The Connecticut National Bank), a national banking association, not in its individual capacity except as otherwise expressly provided, but solely as the Trustee (the "Trustee" or "Lessor") under the Trust Agreement.

WITNESSETH

WHEREAS, the Lessee and the Trustee have heretofore entered into a Lease of Railroad Equipment dated as of August 1, 1989 (as supplemented and amended from time-to-time, the "Lease"; capitalized terms used herein without definition shall have the respective meanings set forth in the Lease);

WHEREAS, Sections 14.01 and 14.02 of the Lease govern the return of Units upon expiration of the term of the Lease as to such Units; and

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lessor and the Lessee hereby acknowledge that effective as of the date hereof, the Lease is hereby terminated with respect to the Units listed in Exhibit A attached hereto (the "Terminated Units"). The Lessor hereby waives the requirements of Section 14.02 of the Lease with respect to the Terminated Units. Rental payments for each of the Terminated Units ceased to accrue as of June 14, 2010. Lessor acknowledges that there remain no further obligations on the part of Lessee under the Lease with respect to the Terminated Units, other than those obligations which are expressly stated to survive termination of the Lease.

2. The Lessee shall make all filings with the Surface Transportation Board and the Registrar General of Canada reflecting termination of the Lease with respect to the Terminated Units.

3. Nothing contained herein shall affect those provisions of the Lease or any related documents which are expressly stated to survive the termination provided for herein.

4. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

BP AMOCO CHEMICAL COMPANY
(formerly, Amoco Chemical Company),
as Lessee

By: [Signature] 5/14/2012
Name: JERRY A. FOSTER
Title: V.P.

U.S. BANK, NATIONAL ASSOCIATION
(successor to The Connecticut National Bank),
not in its individual capacity but solely as Trustee,
as Lessor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

BP AMOCO CHEMICAL COMPANY
(formerly, Amoco Chemical Company),
as Lessee

By: _____
Name:
Title:

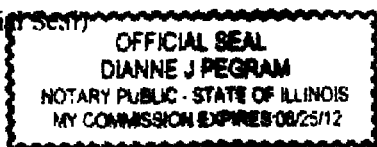
U.S. BANK, NATIONAL ASSOCIATION
(successor to The Connecticut National Bank),
not in its individual capacity but solely as Trustee,
as Lessor

By: Maryanne Y. Dufresne
Name: Maryanne Y. Dufresne
Title: Vice President

State of Illinois)
County of DePue) ss

On this 14th day of August, 2010, before me, a notary public, personally appeared Jeffrey A. Fraker to me personally known, who being by me duly sworn says that he is the Vice President of BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Dianne J. Pegram
Notary Public

My Commission Expires: 06/25/12

State of _____)
County of _____) ss

On this _____ day of _____, 2010, before me, a notary public, personally appeared _____ to me personally known, who being by me duly sworn says that (s)he is the _____ of U.S. BANK, NATIONAL ASSOCIATION (successor to The Connecticut National Bank) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

State of)
) ss
County of)

On this ____ day of _____, 2010, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of BP AMOCO CHEMICAL COMPANY (formerly, Amoco Chemical Company) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Connecticut)
) ss
County of Hartford)

On this 20th day of August, 2010, before me, a notary public, personally appeared Maryanne Y. Dufresne, to me personally known, who being by me duly sworn says that (s)he is the Vice President of U.S. BANK, NATIONAL ASSOCIATION (successor to The Connecticut National Bank) and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Susan P. McNally

Notary Public

My Commission Expires:

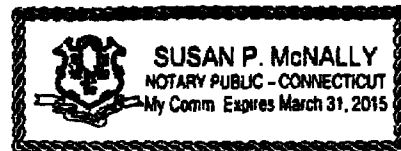


Exhibit A

EQUIPMENT TO BE RELEASED

Description:

Total Quantity of Units to be Released: 55

<u>Count</u>	<u>Marking</u>	<u>Number</u>			
			42	AMCX	104089
1	AMCX	104038	43	AMCX	104093
2	AMCX	104079	44	AMCX	104095
3	AMCX	104092	45	AMCX	104100
4	AMCX	104119	46	AMCX	104103
5	AMCX	104066	47	AMCX	104104
6	AMCX	104072	48	AMCX	104109
7	AMCX	104075	49	AMCX	104111
8	AMCX	104076	50	AMCX	104112
9	AMCX	104083	51	AMCX	104114
10	AMCX	104084	52	AMCX	104116
11	AMCX	104085	53	AMCX	104117
12	AMCX	104086	54	AMCX	104121
13	AMCX	104090	55	AMCX	104124
14	AMCX	104091			
15	AMCX	104094			
16	AMCX	104096			
17	AMCX	104097			
18	AMCX	104098			
19	AMCX	104099			
20	AMCX	104101			
21	AMCX	104102			
22	AMCX	104105			
23	AMCX	104106			
24	AMCX	104107			
25	AMCX	104108			
26	AMCX	104110			
27	AMCX	104113			
28	AMCX	104115			
29	AMCX	104118			
30	AMCX	104120			
31	AMCX	104122			
32	AMCX	104123			
33	AMCX	104035			
34	AMCX	104057			
35	AMCX	104067			
36	AMCX	104068			
37	AMCX	104074			
38	AMCX	104080			
39	AMCX	104082			
40	AMCX	104087			
41	AMCX	104088			

Exhibit B

Page 1 of 2

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Lease of Railroad Equipment, dated as of August 1, 1989, between The Connecticut National Bank, as Lessor, and Amoco Chemical Company, as Lessee	September 13, 1989	16514-A
Amendment Agreement No. 1, dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 27, 1989	16514-C
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 14, 1989	16514-D
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	June 29, 1990	16514-E
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 4, 1990	16514-F
Conditional Sale Agreement dated as of August 1, 1989 among The Connecticut National Bank, not in its individual capacity but solely as Trustee for the Owner, Amoco Chemical Company, and Mercantile-Safe Deposit and Trust Company, as Agent	September 13, 1989	16514
Amendment Agreement No. 1, dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 27, 1989	16514-C
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 14, 1989	16514-D
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	June 29, 1990	16514-E
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 4, 1990	16514-F

Exhibit B

Page 2 of 2

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

<u>Description</u>	<u>Filing Date</u>
Lease of Railroad Equipment, dated as of August 1, 1989, between The Connecticut National Bank, as Lessor, and Amoco Chemical Company, as Lessee	September 14, 1989
Amendment Agreement No. 1, dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 28, 1989
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 15, 1989
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	July 3, 1990
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 5, 1990
Conditional Sale Agreement dated as of August 1, 1989 among The Connecticut National Bank, not in its individual capacity but solely as Trustee for the Owner, Amoco Chemical Company, and Mercantile-Safe Deposit and Trust Company, as Agent	September 14, 1989
Amendment Agreement No. 1, dated as of September 22, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	September 28, 1989
Amendment Agreement No. 2, dated as of December 1, 1989, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 15, 1989
Amendment Agreement No. 3, dated as of June 15, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	July 3, 1990
Amendment Agreement No. 4, dated as of November 1, 1990, among Amoco Chemical Company, Mercantile-Safe Deposit and Trust Company and The Connecticut National Bank	December 5, 1990